

MATTHEW J. MATERN, SBN 159798
mjm@rastegar-matern.com
JUSTIN F. MARQUEZ, SBN 262417
jfm@rastegar-matern.com
Rastegar & Matern
1010 Crenshaw Boulevard, Suite 100
Torrance, California 90501
Tel: 310.218.5500
Fax: 310.218.1155

Attorneys for Plaintiff
JEANNETTE PEDROZA

REBECCA EISEN, SBN 96129
reisen@morganlewis.com
THERESA MAK, SBN 211435
tmak@morganlewis.com
Morgan, Lewis & Bockius, LLP
One Market, Spear Street Tower
San Francisco, CA 94105-1126
Tel: 415.442.1000
Fax: 415.442.1001

Attorneys for Defendants
PETSMART, INC. and
erroneously sued PETSMART
STORE SUPPORT GROUP, INC.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – EASTERN DIVISION

JEANNETTE PEDROZA,
individually, and on behalf of all
other similarly situated current and
former employees of Petsmart, Inc.
and Petsmart Store Support Group,
Inc.,

Plaintiffs,

vs.

PETSMART, INC., a Delaware
corporation; PETSMART STORE
SUPPORT GROUP, INC., a
Delaware corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No. EDCV11-298 GHK (DTBx)

**[PROPOSED] RULE 26(C)
PROTECTIVE ORDER**

Pursuant to the Parties' Stipulated Request for Rule 26(c) Protective Order, and the Court finding good cause for granting the requested relief, the Court hereby enters the following Rule 26(c) Protective Order ("Protective Order") in the above-titled case:

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation would be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the[Proposed] Protective Order ("Protective Order"). The parties acknowledge that this Protective Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords extends only to the limited information or items that are entitled under the applicable legal principles to treatment as confidential. The parties further acknowledge, as set forth in Section 10 below, that this Protective Order creates no entitlement to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed when a party seeks permission from the court to file material under seal.

2. DEFINITIONS

2.1 Party: any party to this action, including all of its officers, directors, employees, consultants, retained experts, and outside counsel (and their support staff).

2.2 Disclosure or Discovery Material: all items or information, regardless of the medium or manner generated, stored, or maintained (including, among other things, testimony, transcripts, or tangible things) that are produced or generated in disclosures or responses to discovery in this matter.

2.3 "Confidential" Information or Items: information (regardless of

1 how generated, stored or maintained) or tangible things that qualify for protection
2 under standards developed under Fed.R.Civ.P. 26(c).

3 2.4 “Highly Confidential – Attorneys’ Eyes Only” Information or
4 Items: extremely sensitive “Confidential” Information or Items whose disclosure to
5 another Party or non-party would create a substantial risk of serious injury that
6 could not be avoided by less restrictive means.

7 2.5 Receiving Party: a Party that receives Disclosure or Discovery
8 Material from a Producing Party.

9 2.6 Action or “This Action”: refers to the above-captioned action
10 and to no other action.

11 2.7 Producing Party: a Party or non-party that produces Disclosure
12 or Discovery Material in This Action.

13 2.8 Designating Party: a Party or non-party that designates
14 information or items that it produces in disclosures or in responses to discovery as
15 “Confidential” or “Highly Confidential - Attorneys’ Eyes Only.”

16 2.9 Protected Material: any Disclosure or Discovery Material that is
17 designated as “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

18 2.10 Outside Counsel: attorneys who are not employees of a Party
19 but who are retained to represent or advise a Party in This Action.

20 2.11 In-House Counsel: attorneys who are employees of a Party.

21 2.12 Counsel (without qualifier): Outside Counsel and In-House
22 Counsel (as well as their support staffs).

23 2.13 Expert: a person with specialized knowledge or experience in a
24 matter pertinent to the litigation who has been retained by a Party or its counsel to
25 serve as an expert witness or as a consultant in This Action and who is not a past or
26 a current employee of a Party or of a competitor of a Party’s and who, at the time of
27 retention, is not anticipated to become an employee of a Party or a competitor of a
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1 Party's. This definition includes a professional jury or trial consultant retained in
2 connection with This Action.

3 2.14 Professional Vendors: persons or entities that provide litigation
4 support services (e.g., photocopying; videotaping; translating; preparing exhibits or
5 demonstrations; organizing, storing, retrieving data in any form or medium; etc.)
6 and their employees and subcontractors.

7 3. SCOPE

8 The protections conferred by this Protective Order cover not only Protected
9 Material (as defined above), but also any information copied or extracted therefrom,
10 as well as all copies, excerpts, summaries, or compilations thereof, plus testimony,
11 conversations, or presentations by parties or counsel to or in court or in other
12 settings that might reveal Protected Material.

13 4. DURATION

14 The parties agree to abide by this Protective Order which will remain in
15 effect until modified either by written agreement or by order of the Court as
16 provided herein. Even after the termination of This Action, the confidentiality
17 obligations imposed by this Protective Order shall remain in effect until a
18 Designating Party agrees otherwise in writing or a court order otherwise directs.

19 The provisions of this Protective Order are without prejudice to any
20 application by any party at any time, on notice, for a modification or dissolution of
21 or relief from this Protective Order or any provision thereof.

22 5. DESIGNATING PROTECTED MATERIAL

23 Any Party may in good faith designate as Protected Material, and subject to
24 this Protective Order, any document, information or material that is either (i)
25 produced during discovery proceedings in This Action, or (ii) generated by a party
26 in This Action, including but not limited to, answers to interrogatories and
27 responses to any request for the production of documents, which constitute or
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1 contain proprietary or sensitive business, personal or personnel information or any
 2 extracts or summaries thereof. Any Party may also move the Court for an order
 3 designating as Protected Material, and subject to this Protective Order, any such
 4 document, information or material. The other party/parties shall not unreasonably
 5 oppose such motion.

6 5.1 Exercise of Restraint and Care in Designating Material for
 7 Protection. Each Party or non-party that designates information or items for
 8 protection under this Protective Order must take care to limit any such designation
 9 to specific material that qualifies under the appropriate standards. A Designating
 10 Party must take care to designate for protection only those parts of material,
 11 documents, items, or oral or written communications that qualify – so that other
 12 portions of the material, documents, items, or communications for which protection
 13 is not warranted are not swept unjustifiably within the ambit of this Protective
 14 Order.

15 Mass, indiscriminate, or routinized designations are prohibited. Designations
 16 that are shown to be clearly unjustified, or that have been made for an improper
 17 purpose (e.g., to unnecessarily encumber or retard the case development process, or
 18 to impose unnecessary expenses and burdens on other parties), expose the
 19 Designating Party to sanctions.

20 If it comes to a Party's or a non-party's attention that information or items
 21 that it designated for protection do not qualify for protection at all, or do not qualify
 22 for the level of protection initially asserted, that Party or non-party must promptly
 23 notify all other parties that it is withdrawing the mistaken designation.

24 5.2 Manner and Timing of Designations. Except as otherwise
 25 provided in this Protective Order (*see, e.g.*, second paragraph of section 5.3(a),
 26 below), or as otherwise stipulated or ordered, material that qualifies for protection
 27 under this Protective Order must be clearly so designated before the material is
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disclosed or produced.

5.3 Designation in conformity with this Protective Order requires:

(a) For information in documentary form (apart from transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” at the top of each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each portion, the level of protection being asserted (either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”).

A Party or non-party that makes original documents or materials available for inspection need not designate them for protection until after the inspecting Party has indicated which material it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Protective Order, then, before producing the specified documents, the Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) at the top of each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each portion, the level of protection being asserted (either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”).

(b) for testimony given in deposition or in other pretrial or trial proceedings, that the Party or non-party offering or sponsoring the testimony identify on the record, before the close of the deposition, hearing, or other proceeding, all protected testimony, and further specify any portions of the testimony that qualify as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” When it is impractical to identify separately each portion of testimony that is entitled to protection, and when it appears that substantial portions of the testimony may qualify for protection, the Party or non-party that sponsors, offers, or gives the testimony may invoke on the record (before the deposition or proceeding is concluded) a right to have up to twenty (20) days to identify the specific portions of the testimony as to which protection is sought and to specify the level of protection being asserted (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”). Only those portions of the testimony that are appropriately designated for protection within the twenty (20) days shall be covered by the provisions of this Protective Order.

Transcript pages containing Protected Material must be separately bound by the court reporter, who must affix to the top of each such page the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” as instructed by the Party or non-party offering or sponsoring the witness or presenting the testimony.

(c) for information produced in some form other than documentary, and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portions, specifying whether they qualify as

1 “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

2 5.4 Inadvertent Failures to Designate. An inadvertent failure to
3 designate qualified information or items as “Confidential” or “Highly Confidential
4 – Attorneys’ Eyes Only” does not, standing alone, waive the Designating Party’s
5 right to secure protection under this Protective Order for such material. If material
6 is appropriately designated as “Confidential” or “Highly Confidential – Attorneys’
7 Eyes Only” after the material was initially produced, the Receiving Party, on timely
8 notification of the designation, must make reasonable efforts to assure that the
9 material is treated in accordance with the provisions of this Protective Order.

10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 Acceptance by any party of discovery material designated as Protected
12 Material shall not constitute a concession that any such discovery material is
13 appropriately so designated.

14 6.1 Meet and Confer. A Party that elects to initiate a challenge to a
15 Designating Party’s confidentiality designation must do so in good faith and must
16 begin the process by identifying the information in question and specify the
17 reason(s) for the objection. Within ten (10) days of the receipt of this objection, the
18 parties shall meet and confer in accordance with Civil Local Rule 37-1 in an effort
19 to resolve the disagreement. In conferring, the challenging Party must explain the
20 basis for its belief that the confidentiality designation was not proper and must give
21 the Designating Party an opportunity to review the designated material, to
22 reconsider the circumstances, and, if no change in designation is offered, to explain
23 the basis for the chosen designation. The parties may only proceed to the next stage
24 of the challenge process only they have engaged in this meet and confer process
25 first.

26 6.2 Judicial Intervention. If the parties are unable to resolve their
27 dispute, the parties may file a joint stipulation pursuant to Civil Local Rule 37-2
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1 within thirty (30) days from the day the challenging Party informed the Designating
 2 Party of its objection to a confidentiality designation. Along with the joint
 3 stipulation, each party may submit supplemental memorandum under the guidelines
 4 sets forth in Civil Local Rule 37-2.3. The burden of persuasion in any such
 5 challenge proceeding shall be on the Designating Party. Until the court rules on the
 6 challenge, all parties shall continue to afford the material in question the level of
 7 protection to which it is entitled under the Producing Party's designation

8 6.3 Time of Challenge: The Receiving Party must notify the
 9 Designating Party of a challenge to the designation no later than thirty (30) days
 10 prior to the discovery cut-off in This Action except where special circumstances
 11 (such as a designation first received late in discovery period) justify a later
 12 challenge.

13 7. ACCESS TO AND USE OF PROTECTED MATERIAL

14 7.1 Basic Principles. A Receiving Party may use Protected Material
 15 that is disclosed or produced by another Party or by a non-party in connection with
 16 this case only for prosecuting, defending, or attempting to settle This Action. The
 17 Receiving Party shall not use Protected Material for any other purpose except upon
 18 written consent of the Designating Party or order of this Court, unless the Protected
 19 Material was obtained by the party using such Protected Material both lawfully and
 20 independently of the Designating Party.

21 Protected Material may be disclosed only to the categories of persons and
 22 under the conditions described in this Protective Order.

23 Protected Material must be stored and maintained by a Receiving Party at a
 24 location and in a secure manner that ensures that access is limited to the persons
 25 authorized under this Protective Order.

26 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
 27 otherwise ordered by the Court or permitted in writing by the Designating Party, a
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1 Receiving Party shall hold in confidence information or items marked
2 “Confidential” and shall not reveal, discuss, or disclose in any manner, in any form,
3 to any person or entity other than:

4 (a) the Receiving Party’s Outside Counsel of record in This
5 Action, as well as employees of said Counsel to whom it is reasonably necessary to
6 disclose the information for this litigation;

7 (b) the officers, directors, and employees (including In-House
8 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this
9 litigation;

10 (c) experts (as defined in this Protective Order) of the
11 Receiving Party to whom disclosure is reasonably necessary for this litigation and
12 only if they sign the “Acknowledgement and Agreement to Be Bound by Protective
13 Order,” attached hereto as Exhibit A;

14 (d) the Court and its personnel (including, without limitation,
15 members of the jury);

16 (e) court reporters, their staffs, and professional vendors to
17 whom disclosure is reasonably necessary for this litigation and only if they sign the
18 “Acknowledgement and Agreement to be Bound by Protective Order,” attached
19 hereto as Exhibit A;

20 (f) during their depositions, witnesses in This Action to
21 whom disclosure is reasonably necessary and only if the witnesses sign the
22 “Acknowledgement and Agreement to Be Bound by Protective Order,” attached
23 hereto as Exhibit A. Pages of transcribed deposition testimony or exhibits to
24 depositions that reveal Protected Material must be separately bound by the court
25 reporter and may not be disclosed to anyone except as permitted under this
26 Protective Order.

27 (g) the author of the document or the original source of the
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1 information.

2 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’
3 EYES ONLY” Information or Items. Unless otherwise ordered by the court or
4 permitted in writing by the Designating Party, a Receiving Party shall hold in
5 confidence information or items marked “Highly Confidential – Attorneys’ Eyes
6 Only” and shall not reveal, discuss or disclose in any manner, in any form, to any
7 person or entity other than:

8 (a) the Receiving Party’s Outside Counsel of record in This
9 Action, as well as In-House Counsel to whom it is reasonably necessary to disclose
10 the information for This Action and who have signed the “Acknowledgement and
11 Agreement to Be Bound by Protective Order,” attached hereto as Exhibit A;

12 (b) Experts (as defined in this Protective Order) (1) to whom
13 disclosure is reasonably necessary for this litigation, (2) who have signed the
14 “Acknowledgement and Agreement to Be Bound by Protective Order,” attached
15 hereto as Exhibit A, and (3) as to whom the procedures set forth in paragraph 7.4,
16 below, have been followed;

17 (c) the Court and its personnel (including, without limitation,
18 members of the jury);

19 (d) court reporters, their staffs, and professional vendors to
20 whom disclosure is reasonably necessary for this litigation and who have signed the
21 “Acknowledgement and Agreement to Be Bound by Protective Order,” attached
22 hereto as Exhibit A; and

23 (e) the author of the document or the original source of the
24 information.

25 7.4 Procedures for Approving Disclosure of “HIGHLY
26 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to
27 “Experts”

1 (a) Unless otherwise ordered by the court or agreed in writing
2 by the Designating Party, a Party that seeks to disclose to an “Expert” (as defined in
3 this Protective Order) any information or item that has been designated “HIGHLY
4 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” must first make a written
5 request to the Designating Party that (1) identifies the specific HIGHLY
6 CONFIDENTIAL information that the Receiving Party seeks permission to
7 disclose to the Expert, (2) sets forth the full name of the Expert and the city and
8 state of his or her primary residence, (3) attaches a copy of the Expert’s current
9 resume, (4) identifies the Expert’s current employer(s), (5) identifies each person or
10 entity from whom the Expert has received compensation for work in his or her
11 areas of expertise or to whom the expert has provided professional services at any
12 time during the preceding five years, and (6) identifies (by name and number of the
13 case, filing date, and location of court) any litigation in connection with which the
14 Expert has provided any professional services during the preceding five years.

15 (b) A Party that makes a request and provides the information
16 specified in the preceding paragraph may disclose the subject Protected Material to
17 the identified Expert unless, within seven court days of delivering the request, the
18 Party receives a written objection from the Designating Party. Any such objection
19 must set forth in detail the grounds on which it is based.

20 (c) A Party that receives a timely written objection must meet
21 and confer with the Designating Party to try to resolve the matter by agreement. If
22 no agreement is reached, the Party seeking to make the disclosure to the Expert may
23 timely move the Court for permission to do so. Any such motion must describe the
24 circumstances with specificity, set forth in detail the reasons for which the
25 disclosure to the Expert is reasonably necessary, assess the risk of harm that the
26 disclosure would entail and suggest any additional means that might be used to
27 reduce that risk. In addition, any such motion must be accompanied by a competent
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1 declaration in which the movant describes the parties' efforts to resolve the matter
2 by agreement (*i.e.*, the extent and the content of the meet and confer discussions)
3 and sets forth the reasons advanced by the Designating Party for its refusal to
4 approve the disclosure.

5 In any such proceeding the Party opposing disclosure to the Expert shall bear
6 the burden of proving that the risk of harm that the disclosure would entail (under
7 the safeguards proposed) outweighs the Receiving Party's need to disclose the
8 Protected Material to its Expert.

9 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
10 PRODUCED IN OTHER LITIGATION.

11 If a Receiving Party is served with a subpoena or an order issued in other
12 litigation that would compel disclosure of any information or items designated in
13 This Action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
14 ATTORNEYS' EYES ONLY," the Receiving Party must so notify the Designating
15 Party, in writing (by fax or email, if possible) immediately and in no event more
16 than three (3) court days after receiving the subpoena or order. Such notification
17 must include a copy of the subpoena or court order.

18 The Receiving Party also must immediately inform in writing the party who
19 caused the subpoena or order to issue in the other litigation that some or all the
20 material covered by the subpoena or order is the subject of this Protective Order. In
21 addition, the Receiving Party must deliver a copy of this Protective Order promptly
22 to the party in the other action that caused the subpoena or order to issue.

23 The purpose of imposing these duties is to alert the interested parties to the
24 existence of this Protective Order and to afford the Designating Party in this case an
25 opportunity to try to protect its confidentiality interests in the court from which the
26 subpoena or order issued. The Designating Party shall bear the burdens and the
27 expenses of seeking protection in that court of its confidential material, and nothing
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1 in these provisions should be construed as authorizing or encouraging a Receiving
2 Party in This Action to disobey a lawful directive from another court.

3 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

4 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
5 Protected Material to any person or in any circumstance not authorized under this
6 Protective Order, the Receiving Party must immediately (a) notify in writing the
7 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
8 all copies (and the original, if it was given out) of the Protected Material, (c) inform
9 the person or persons to whom unauthorized disclosures were made of all the terms
10 of this Protective Order, and (d) request such person or persons to execute the
11 “Acknowledgment and Agreement to Be Bound by Protective Order” that is
12 attached hereto as Exhibit A.

13 10. FILING PROTECTED MATERIAL. Without written permission
14 from the Designating Party or a court order secured after appropriate notice to all
15 interested persons, a Party may not file in the public record in This Action any
16 Protected Material. A Party that seeks to file under seal any Protected Material
17 must comply with Civil Local Rule 79-5. If any Party disputes a confidential
18 designation of motion papers or exhibits, then that Party must notify the
19 Designating Party of that dispute in writing. If the Parties are unable to resolve
20 their dispute, the Party who designated the motion papers, exhibits or other court
21 filings as Protected Material will move the Court, within a period of time that is
22 reasonable in light of the schedule for proceedings on such motion or other filing,
23 for an order approving the confidential designation and the non-moving party may
24 oppose such motion. If timely made, the designated material shall be deemed
25 confidential material until the issue is resolved by the Court.

26 11. FINAL DISPOSITION. Unless otherwise ordered or agreed in writing
27 by the Producing Party, within sixty days after the final termination of This Action,
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1 each Receiving Party must return all Protected Material to the Producing Party. As
2 used in this subdivision, “all Protected Material” includes all copies, abstracts,
3 compilations, summaries or any other form of reproducing or capturing any of the
4 Protected Material. The Receiving Party may destroy some or all of the Protected
5 Material instead of returning it. Whether the Protected Material is returned or
6 destroyed, the Receiving Party must submit a written certification to the Producing
7 Party (and, if not the same person or entity, to the Designating Party) by the sixty
8 day deadline that identifies (by category, where appropriate) all the Protected
9 Material that was returned or destroyed and that affirms that the Receiving Party
10 has not retained any copies, abstracts, compilations, summaries or other forms of
11 reproducing or capturing any of the Protected Material. Notwithstanding this
12 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
13 papers, transcripts, legal memoranda, correspondence or attorney work product,
14 even if such materials contain Protected Material. Any such archival copies that
15 contain or constitute Protected Material remain subject to this Protective Order as
16 set forth in Section 4 (DURATION), above. Moreover, any such archival copies
17 that contain or constitute Protected Material shall not be used by Counsel in any
18 way in any other matter, including in any other case, action or proceeding unless
19 otherwise ordered by the Court or agreed to in writing by the Designating Party.

20 12. MISCELLANEOUS

21 12.1 Right to Modify. Nothing in this Protective Order abridges the
22 right of any person to seek its modification by the Court in the future.

23 12.2 Right to Assert Other Objections. By stipulating to the entry of
24 this Protective Order no Party waives any right it otherwise would have to object to
25 disclosing or producing any information or item on any ground not addressed in
26 this Protective Order. Similarly, no Party waives any right to object on any ground
27 to use in evidence of any of the material covered by this Protective Order.

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2 **IT IS SO ORDERED.**
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6 DATED: October 12, 2011

7 David T. Bristow
8 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND BY
PROTECTIVE ORDER

I, _____ of _____
[print or type full address], declare under penalty of perjury that I have read in its
entirety and understand the Confidentiality Protective Order (“Protective Order”)
that was issued by the United States District Court for the Central District of
California on _____ in the case of *Pedroza v. PetSmart, Inc.; PetSmart*
Store Support Group, Inc., et al., Case No. EDCV11-298 GHK (DTBx). I agree to
comply with and to be bound by all the terms of this Protective Order and I
understand and acknowledge that failure to so comply could expose me to sanctions
and punishment in the nature of contempt. I solemnly promise that I will not
disclose in any manner any information or item that is subject to this Protective
Order to any person or entity except in strict compliance with the provisions
thereof.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Protective Order, even if such enforcement proceedings occur after termination of
this action.

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2 [Optional]

3 I hereby appoint _____ of _____
4 [print or type full address and telephone number] as my California agent for service
5 of process in connection with this action or any proceedings related to enforcement
6 of this Protective Order.
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8 Date: _____

9 City and State where sworn and signed: _____

10 Printed name: _____
11 [printed name]

12 Title: _____

13 Signature: _____
14 [signature]